

City of Elgin
c/o City Recorder
Elgin, Oregon

Gentlemen:

The undersigned Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, corporations, hereby accept Ordinance No. 3, passed by the City Council of the City of Elgin on the 9th day of June, 1959, entitled:

"An Ordinance granting to Oregon-Washington Railroad & Navigation Company, a corporation, and its Lessee, Union Pacific Railroad Company, a corporation, their successors, assigns and lessees, the franchise and right to construct, maintain and operate a railroad track of standard gauge upon and across South 11th Avenue, South 12th Avenue and unplatted street in the City of Elgin, Oregon" together with the franchise and right granted thereby and the terms, provisions and conditions thereof.

Dated this 16TH day of July 1959.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

Attest

[Signature]
Assistant Secretary

By [Signature]
Executive Vice President

UNION PACIFIC RAILROAD COMPANY

PROPERTIES DEPARTMENT

D. J. CALLAHAN
MANAGER OF PROPERTIES

H. C. HARVEY
GENERAL TAX AGENT

O. W. RYAN
GENERAL INDUSTRIAL AGENT

PITTOCK BLOCK
PORTLAND 5, OREGON

July 27, 1959

451-10

U. S. REGISTERED MAIL

Mr. A. P. Miller
City Recorder
City of Elgin, Oregon

Dear Mr. Miller:

Reference is made to Ordinance No. 3, dated June 9, 1959, granting franchise to construct trackage and operate across South 11th and South 12th and unplatted street.

I am enclosing original of acceptance letter in compliance with Section 7 of said ordinance.

The ordinance and acceptance letter have been assigned Property Dept. Deed No. 12703.

Very truly yours,

D. J. Callahan

Resolution No. 1,1959

WHEREAS THE STATE OF OREGON, acting by and through its STATE HIGHWAY COMMISSION, has caused to be prepared and submitted to the CITY OF ELGIN an agreement providing for the improvement of Division Street from 19th Avenue Westerly FOR approximately 0.28 mile. within the said City by the terms of which agreement the State is to pay the costs not to exceed \$20,000 and the City is to pay all costs in excess of \$20,000 as its share of the total cost of such improvement; and whereas said agreement as submitted has been read in full to the Council of said City and approved as submitted;

NOW, THEREFORE, BE IT RESOLVED by the City of Elgin that the Mayor and Recorder are hereby directed and authorized to execute said agreement on behalf of said City.

The foregoing Resolution was duly adopted by the Council of the City of Elgin on the 30th day of JANUARY, 1959.

ATTEST:

AP Miller
RECORDER

Myron A. Chandler
MAYOR

BEFORE THE PUBLIC UTILITY COMMISSIONER OF OREGON

In the matter of the petition of
Oregon-Washington Railroad & Navigation
Company and Union Pacific Railroad Company,
its Lessee, for authority to construct
industrial spur track at grade across a
certain public road known as Public School
and City Dump Road in the City of Elgin,
Union County, Oregon, in Section 15, T.1N.,
R.39E. of the Willamette Meridian

PETITION

Petitioners herein respectfully represent:

1. That the name and address of petitioners are Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, its Lessee, 828 Pittock Block, Portland, Oregon.
2. That petitioners propose to construct an industrial spur track at grade across the Public School and City Dump Road in the City of Elgin, as more fully set out in the plans and specifications attached hereto, marked Exhibits A and B, and by this reference made a part hereof.
3. That it will be impracticable to construct the crossing above or below grade because the rail and vehicular traffic does not warrant a grade separation and the cost of constructing such a grade separation would be prohibitive.
4. That the average volume of vehicular traffic over the crossing will be twenty vehicles per day and the average number of railroad movements will be twelve per week.
5. That the vision of approaching trains and persons or vehicles traveling on the highway is shown by Exhibit A attached hereto.
6. That the following are affected by the proposed crossing: the City of Elgin and the petitioners.
7. That the construction of the said crossing is necessary to permit petitioners to serve Western Stud Mills, Inc.
8. That the petitioners propose that there be installed two reflectorized crossbuck signs for the purpose of protecting traffic across the crossing.
9. That the petitioners propose to install and maintain the crossing at their own expense.

10. That the petitioners have secured the consent of the City of Elgin for construction of said crossing, the original of which is attached hereto, marked Exhibit C, and by this reference made a part hereof.

11. That the proposed construction is in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, T.1N., R.39 E., W.M. in Union County, Oregon.

WHEREFORE, petitioners pray for an order in accordance herewith and for other and such further orders as may be proper in the premises.

Dated at Portland, Oregon, this 30 day of September, 1959.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY

UNION PACIFIC RAILROAD COMPANY

By /s/ D. F. Wengert

Before the Public Utility Commissioner of Oregon

In the Matter of the Application of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, its Lessee, for authority to construct industrial spur track at grade across a certain public road known as Public School and City Dump Road in the City of Elgin, Union County, Oregon, in Section 15, T 1 N, R 36 E, of the Willamette Meridian

File No. SXF-108

Notice

SALEM, OREGON

October 9, 1959

To: Mayor and City Council
Elgin
Oregon

Union Pacific Railroad Company
has filed an application with the Public Utility Commissioner of Oregon, a copy of which is served upon you and is made a part hereof, and which the Commissioner will proceed to investigate and determine as provided by law. If it is desired to enter formal objections thereto, an ORIGINAL and 5 copies should be filed with the Commissioner at his office in Salem within 20 days from the date of service hereof.

If no objections are to be entered, please notify the Commissioner in writing to that effect within 20 days from the date of service hereof, sending ORIGINAL and 5 copies of letter.

If necessary, this matter will be set for formal hearing, notice of time and place thereof will be given you, and you will be entitled to be present and be heard and to have process to enforce the attendance of witnesses.

Kindly accept service of this notice and acknowledge receipt of copy of document on duplicate pink copy hereof which is enclosed, returning same to this office for our files.

Respectfully,

PUBLIC UTILITY COMMISSIONER
OF OREGON

Albina - December 14, 1959
D 9245 - 35 - 1

Mr. T. B. Burton, Agent - Elgin

Herewith for delivery to the City is
fully executed rider extending agreement Audit No.
73175 for a further period of two years, ending
October 31, 1961, covering purchase of water for
Railroad purposes.

G. H. Baker



EXTENSION RIDER

To ~~be~~ attached to agreement Audit No. 73175 No. _____
 _____ No. _____ No. _____

Between **CITY OF ELGIN, OREGON**
 and **UNION PACIFIC RAILROAD COMPANY**

Assignments—Dates and Names of Assignees:

Covering **Water furnished Union Pacific Railroad Company by City of Elgin, Oregon**

Location **Elgin, Oregon**

Dated **Nov. 1, 1949** Effective Date **Nov. 1, 1949** Expiration (Original) **Oct. 31, 1951**

Expiration (by latest extension) **October 31, 1959**

Supplements, including extension riders—Dates **October 5, 1951, October 7, 1953, November 2, 1955, and October 1, 1957.**

IT IS HEREBY MUTUALLY AGREED by and between the present parties to the above named agreement that the term thereof shall be and hereby is extended to and including **October 31**, 19 **61**, and that all the terms and conditions thereof, as heretofore (if supplements to the original agreement are indicated above) or herein (if any special provisions are written below) amended, shall remain in full force and effect during the extended term, said agreement with the amendments and supplements (if any) to be subject to termination prior to the expiration of the extended term in the same manner as is provided therein for termination prior to the expiration of the term hereby extended.

Special Provisions:

Dated **October 8**, 19 **59**. Made in duplicate.

Attest:

~~Witness:~~

J.P. Miller

City Recorder

CITY OF ELGIN, OREGON

By *M. F. Chandler*

Mayor

~~Witness:~~

UNION PACIFIC RAILROAD COMPANY

By *D. F. Engert*
General Manager

WHEREAS, the City of Elgin, Oregon, acting by and through its Mayor and Recorder, entered into a contract in writing with Union Pacific Railroad Company, a Utah corporation, bearing date October 1 1959, wherein and whereby the City agreed to furnish water to the Railroad Company for the term and on the conditions therein stated, and

WHEREAS, a copy of said contract is on file with the City and was executed by the Mayor and Recorder pursuant to oral instructions of the Common Council of the said City at a regular meeting thereof.

NOW, THEREFORE, BE IT RESOLVED that the action of the City of Elgin, Oregon, acting by and through its Mayor and Recorder in executing said agreement with said Railroad Company, be and the same is hereby in all things approved and ratified this 10th day of NOVEMBER 1959.

W H Chandler
Mayor

G P Miller
Recorder

Bennie R. Hayes
Councilman

Foster W. Wise
Councilman

Councilman